

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Bemis Company, Inc.

Application No./Patent No.: 10/689,478

Filed/Issue Date: October 20, 2003

Titled: Tear Initiation and Directional Tear Films and Packages Made Therefrom

Bemis Company, Inc., a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title, and interest in  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %); or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)  
the patent application/patent identified above, by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy therefore is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Daniel S. Papenfuss & Michael Scott Hartman To: Milprint, Inc.

The document was recorded in the United States Patent and Trademark Office at  
Reel 017830, Frame 0979, or for which a copy thereof is attached.

2. From: Milprint, Inc. To: Bemis Company, Inc.

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: Amy Lynn Kraimer & Sam Edward Wuest To: Bemis Company, Inc.

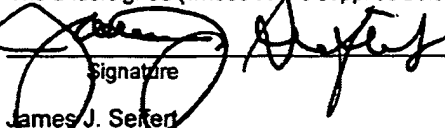
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

(NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08)

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

  
\_\_\_\_\_  
Signature  
James J. Seifer  
\_\_\_\_\_  
Printed or Typed Name

7/15/09  
\_\_\_\_\_  
Date  
VP, Gen. Counsel & Sec'y  
\_\_\_\_\_  
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**ASSIGNMENT**

Milprint, Inc., a corporation organized and existing under the laws of the State of Wisconsin and having a principal office and place of business at 3550 Moser Street, Oshkosh, Wisconsin 54901, also called the "Assignor," is the exclusive owner by previous assignment of the entire right, title and interest in, to and under United States Patent Application Number 10/689,478 (also called "the Application") and any patents which may be obtained from the Application. (See Exhibit A, which is incorporated in this Assignment by this reference.)

Bemis Company, Inc., a corporation organized and existing under the laws of the State of Missouri and having a principal office and place of business at One Neenah Center, Fourth Floor, Neenah, Wisconsin 54956, also called the "Assignee," is desirous of acquiring the entire right, title and interest in, to and under the Application and any patents which may be obtained from the Application, as more fully set forth below.

Therefore, to all whom it may concern, for and in consideration of the sum of one dollar (\$1.00) and other valuable and legally sufficient considerations, the receipt of which by the Assignor from the Assignee is acknowledged, the Assignor, having the full right to do so, has sold, assigned and transferred, and by these statements, does sell, assign and transfer to the Assignee, without any restrictions, reservations or limitations, the entire right, title and interest in and to the Application and any patents of the United States that may issue from the Application, as well as all continuations, continuations-in-part, divisions and reissues in the United States, and any patents from the Application in all countries foreign to the United States, for the Assignee to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns to the full end of the term of all and any such patents.

The Assignor further sells, assigns and transfers to the Assignee the sole right (1) to file and prosecute in its name the Application and other applications from the Application under the patent laws of any country of the world, (2) to have patents granted on the Application and said other applications in its name to the full end of the term for which such patents may be granted, as fully and entirely as such patents would have been held by the Assignor had this Assignment not be made and (3) to enforce such patents with the right to sue for and receive for the Assignee's own use accrued profits or damages for any and all infringements of such patents, including but not limited to any past or current infringements, for which the Assignor waives any right to receive any portion of any profits or damages.

The Commissioner for the United States Patent Office is authorized and requested to issue any patents to the Assignee in accordance with the terms of this Assignment.

In testimony of the statements in this document, the Assignor has executed this document at Oshkosh, Wisconsin this 14<sup>th</sup> day of July 2009.

(See next page for signatures)

MILPRINT, INC.

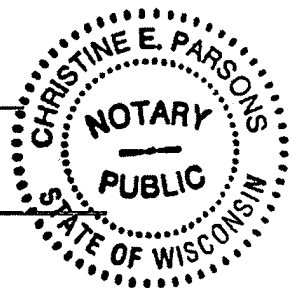
By: Donald Nimis  
Name: Donald Nimis  
Title: President, Milprint, Inc.

COUNTRY OF USA )  
STATE OF Wisconsin ) ss:  
COUNTY OF Winnebago )

Before me personally appeared Donald Nimis, who is personally known to me,  
whose name is subscribed to this document, and acknowledged that he signed, sealed  
and delivered this document for the described uses and purposes this 14<sup>th</sup> day of  
July 2009.

My commission ~~expires on~~ is permanent

Christine E. Parsons  
Notary Public



ACCEPTANCE

Bemis Company, Inc., One Neenah Center, Fourth Floor, Neenah, Wisconsin  
54956, declares that it has accepted and accepts this Assignment.

Executed at Neenah, Wisconsin this 15 day of July 2009.

BEMIS COMPANY, INC.

By: James J. Seifert  
Name: James J. Seifert  
Title: Vice President, General Counsel & Secretary, Bemis Company, Inc.

**EXHIBIT A**

**ASSIGNMENT**

Whereas, Daniel S. Papenfuss and Michael Scott Hartman, hereinafter called the "Assignors," have invented new and useful Tear Initiation and Directional Tear Films and Packages Made Therefrom, for which an application for a United States Patent was filed on October 20, 2003 as Application Number 10/689,478; and

Whereas, Mllprint, Inc., a corporation organized and existing under the laws of the State of Wisconsin, having a principal office and place of business at 3550 Moser Street, Oshkosh, Wisconsin 54901, hereinafter called the "Assignee," is desirous of acquiring the entire right, title and interest in, to and under said invention, the patent application above-identified, and any Patents which may be obtained for said invention, as hereinafter more fully set forth;

Now, therefore, to all whom it may concern, be it known that for and in consideration of the sum of one dollar (\$1.00) and other valuable and legally sufficient considerations, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents, do sell, assign and transfer unto the Assignee the entire right, title and interest for the United States in and to the invention and patent application hereinabove identified and any Patent of the United States that may issue for said invention, as well as all continuations, continuations-in-part, divisions and reissues thereof, and any Patents therefore in all countries foreign to the United States, for the Assignee to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns to the full end of the term for which any and all of said Patents that may issue for said invention;

And the Assignors do hereby covenant and agree, for themselves and their legal representatives, that they will assist the Assignee in the prosecution of the patent application herein identified; in the making and prosecution of any other applications for Patent that the Assignee may elect to make covering the invention herein identified, including any application for reissue, application for reexamination or any proceeding in the U.S. Patent Office affecting said invention, investing in the Assignee like exclusive title in, to and under all such other applications and Patents; and in the prosecution of any interference or reexamination which may arise involving said invention or any patent application or Patent herein contemplated; and

that they will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to fully carry out the terms of this Assignment;

And the Commissioner for the U.S Patent Office is hereby authorized and requested to issue any Patents to the Assignee in accordance with the terms of this Assignment.

In testimony whereof, the Assignors have hereunto set their hands on the date indicated below:

Dated: 6/19/06 Daniel S. Papenfuss  
Daniel S. Papenfuss

STATE OF Wisconsin )  
 ) ss:  
COUNTY OF Winnebago )

Before me personally appeared Daniel S. Papenfuss, who is personally known to me, whose name is subscribed to the above and foregoing Instrument, and acknowledged that he signed, sealed and delivered the said instrument for the use and purposes herein set forth this 19<sup>th</sup> day of June, 2006.  
My commission expires on 9/20/09 Tammy J. Suran  
Notary Public



Dated: 6/22/06 Michael Scott Hartman  
Michael Scott Hartman

STATE OF Wisconsin )  
 ) ss:  
COUNTY OF Winnebago )

Before me personally appeared Michael Scott Hartman, who is personally known to me, whose name is subscribed to the above and foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument for the uses and purposes herein set forth this 22<sup>nd</sup> day of June, 2006.  
My commission expires on 9/20/09 Tammy J. Suran  
Notary Public



**ASSIGNMENT**

Amy Lynn Kraimer and Sam Edward Wuest, also called the "Assignors," have invented new and useful Tear Initiation and Directional Tear Films and Packages Made Therefrom, for which an application for a United States Patent was filed on October 20, 2003 as Application Number 10/689,478 and for which the claims of said application were amended on May 13, 2009.

Bemis Company, Inc., a corporation organized and existing under the laws of the State of Missouri and having a principal office and place of business at One Neenah Center, Fourth Floor, Neenah, Wisconsin 54956, also called the "Assignee," is desirous of acquiring the entire right, title and interest in, to and under the invention and the patent application identified above and any patents which may be obtained for the invention, as more fully set forth below.

Therefore, to all whom it may concern, for and in consideration of the sum of one dollar (\$1.00) and other valuable and legally sufficient considerations, the receipt of which by the Assignors from the Assignee is acknowledged, the Assignors have sold, assigned and transferred, and by these statements, do sell, assign and transfer to the Assignee the entire right, title and interest in and to the invention and patent application identified above and any patent of the United States that may issue for the invention, as well as all continuations, continuations-in-part, divisions and reissues in the United States, and any patents for the invention in all countries foreign to the United States, for the Assignee to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns to the full end of the term of all and any patents that may issue for the invention.

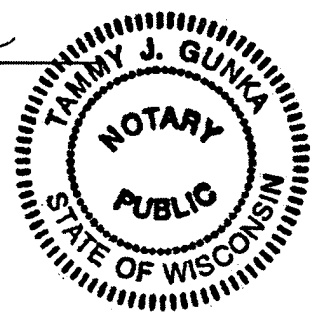
The Assignors covenant and agree, for themselves and their legal representatives, that they will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other applications for patent that the Assignee may elect to make covering the invention identified above, including but not limited to any application for reissue, application for reexamination or any proceeding in the U.S. Patent Office affecting the invention, investing in the Assignee exclusive title in, to and under all and any other applications and patents; and in the prosecution of any interference or reexamination which may arise involving the invention or any patent application or patent contemplated for this invention. The Assignors further covenant

and agree that they will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to fully carry out the terms of this Assignment.

The Commissioner for the U.S Patent Office is authorized and requested to issue any patents to the Assignee in accordance with the terms of this Assignment.

In testimony of the statements in this document, the Assignors have executed this document on the date(s) indicated below.

Dated: 7/21/09 Amy Lynn Kraimer  
Amy Lynn Kraimer



COUNTRY OF USA )  
STATE OF Wisconsin ) ss:  
COUNTY OF Winnebago )

Before me personally appeared Amy Lynn Kraimer, who is personally known to me, whose name is subscribed to this document, and acknowledged that she signed, sealed and delivered this document for the described uses and purposes this 21<sup>st</sup> day of July, 2009.

My commission expires on 9/20/2009 Tammy J. Gunka  
Notary Public

Dated: 7/15/2009 Sam Edward Wuest  
Sam Edward Wuest

COUNTRY OF USA )  
STATE OF Wisconsin ) ss:  
COUNTY OF Winnebago )

Before me personally appeared Sam Edward Wuest, who is personally known to me, whose name is subscribed to this document, and acknowledged that he signed, sealed and delivered this document for the described uses and purposes this 15<sup>th</sup> day of July, 2009.

My commission ~~expires on~~ is permanent Christine E. Parsons  
Notary Public

